

Contract Name: Six Stewardship

KT-CT.1.1.1# - TIMBER SUBJECT TO AGREEMENT (09/2004)

In addition, there is within Sale Area an unestimated quantity of:

Species	Product
Ponderosa Pine	Pulpwood
Ponderosa Pine Dead	Sawtimber

that shall be Included Timber upon written agreement.

KT-CT.3.5.5# - INDIVIDUAL TREES (CUT TREE MARKING) (05/2008)

In payment unit(s) 1, 2, 3, 4, 6, 7, 8 shown on the Sale Area Map individual trees to be cut have been Marked using Blue paint.

The boundaries of areas where individual trees are marked to be cut are designated by Orange Vertical Lines Facing into the Unit and to the next boundary tree. Trees used for boundary designation are not to be cut.

KT-ET.4 - PAYMENTS NOT RECEIVED (08/2012)

(a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection, Contracting Officer will suspend all or any part of Contractor's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

- (i) Slash disposal and road maintenance deposits;
- (ii) Cooperative work at rates established by specific agreement under ET.2.1.8;
- (iii) Damages pursuant to JT.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to ET.2.2;
- (vi) Periodic payments pursuant to ET.2.1.3;
- (vii) Extension Deposits pursuant to ET.2.1.7; and
- (viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under JT.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

(c) Pursuant to the Debt Collection Improvement Act of 1996, as amended, if payment is not received by Forest Service within 15 days after the date of issue indicated on the bill for collection:

(i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.

(ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.

(iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).

(iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.

(d) Forest Service remedies for Contractor's failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Contractor's Operations, and administrative offset, shall be stayed for so long as:

- (i) A bona fide dispute exists as to Contractor's obligation to make such payment and
- (ii) Contractor files and prosecutes a timely Claim.

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KT-FT.1.2# - USE OF ROADS BY CONTRACTOR (09/2004)

Contractor's use of existing roads identified on Contract Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

Code	Use Limitations
X	Hauling prohibited
R	Hauling restricted
U	Unsuitable for hauling prior to completion of agreed reconstruction
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by the Forest Service to inform the public of use restrictions. Contractor's use of roads coded R, A, or W shall be in accordance with the following restrictions:

See Restricted Road List Table.

Restricted Road List KT-FT.1.2#

Restricted Road List

Road Number	Road Name	Termini		Description of Restrictions
		From	To	
All other roads	All other roads	ALL	ALL	Operations permitted only with dry or frozen conditions.
626, 626A, 141		ALL	ALL	Keep Open to the Public. Do Not impede traffic flow.

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KT-FT.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/2004)

Contractor shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

See Contract Road Maintenance Requirements Summary Table.

KT-FT.3.1# - Road Maintenance Requirements (09/2004)

**Six Timber Sale
August 25th 2014**

Road	Termini		Miles	Road ML	Applicable Pre-haul Road Maintenance Specifications*					Remarks
	From	To			T-803	T-804	T-806	T-810	T-811	
4162Q	NFSR 4162P	0.5	0.5	1		P				ML1 to be opened
4162P	NFSR 626	NFSR 4162N	1.8	1		P				ML1 to be opened
4314L	NFSR 4162P	0.12	0.12	1		P				ML1 to be opened
4314M	NFSR 4162P	0.21	0.21	1		P				ML1 to be opened
4162S	NFSR 4162P	0.64	0.64	1		P				ML1 to be opened
4174T	NFSR 4174U	0.1	0.1	1		P				ML1 to be opened
4174U	NFSR 4162N	0.68	0.68	1		P				ML1 to be opened
4174V	NFSR 4162N	0.4	0.34	1		P				ML1 to be opened
4162N	NFSR 626	2.6	2.6	1		P				ML1 to be opened
626A	NFSR 626	2.0	2.0	2						
626	NFSR 141	2.2	2.2	2						

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

*Road Maintenance Specification T-G is required on all road work

Road	Termini		Miles	Road ML	Applicable During-haul Road Maintenance Specifications*					Remarks
	From	To			T-803	T-804	T806	T-810	T-811	
4162Q	NFSR 4162P	0.5	0.5	1						
4162P	NFSR 626	NFSR 4162N	1.8	1						
4314L	NFSR 4162P	0.12	0.12	1						
4314M	NFSR 4162P	0.21	0.21	1						
4162S	NFSR 4162P	0.64	0.64	1						
4174T	NFSR 4174U	0.1	0.1	1						
4174U	NFSR 4162N	0.68	0.68	1						
4174V	NFSR 4162N	0.4	0.34	1						
4162N	NFSR 626	2.6	2.6	1						
626A	NFSR 626	2.0	2.0	2	P					One Blading Minimum
626	NFSR 141	2.2	2.2	2	P					One Blading Minimum

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

*Road Maintenance Specification T-G is required on all road work

Road	Termini		Miles	Road ML	Applicable Post-haul Road Maintenance Specifications*					Remarks
	From	To			T-803	T-804	T806	T-810	T-811	
4162Q	NFSR 4162P	0.5	0.5	1					P	
4162P	NFSR 626	NFSR 4162N	1.8	1					P	
4314L	NFSR 4162P	0.12	0.12	1					P	
4314M	NFSR 4162P	0.21	0.21	1					P	
4162S	NFSR 4162P	0.64	0.64	1					P	
4174T	NFSR 4174U	0.1	0.1	1					P	
4174U	NFSR 4162N	0.68	0.68	1					P	
4174V	NFSR 4162N	0.4	0.34	1					P	
4162N	NFSR 626	2.6	2.6	1					P	
626A	NFSR 626	2.0	2.0	2	P					One Blading
626	NFSR 141	2.2	2.2	2	P					One Blading

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

*Road Maintenance Specification T-G is required on all road work

KT-FT.4.1 - SNOW REMOVAL (05/2008)

Snow removal shall be done in a manner to preserve and protect the roads, to the extent necessary, to insure safe and efficient transportation of timber and to prevent erosion damage to roads, streams, and adjacent lands.

1. Description. Snow removal work by Contractor shall include:

- a. Removal of snow from entire road surface width including turnouts.
- b. Removal of snow slides, earth slides, fallen timber, and boulders that obstruct normal road surface width.
- c. Removal of snow, ice, and debris from ditches and culverts so that the drainage system will function efficiently at all times.

2. Performance. All items of snow removal shall be done currently as necessary to ensure safe, efficient transportation. Work shall be done in accordance with the following minimum standards of performance. Waivers of standards will not be given where circumstances will cause unacceptable and unavoidable damage to the road or other resource.

- a. Removal of material. All debris, except snow and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed locations.
- b. During snow removal operations, banks shall not be undercut nor shall gravel or other selected surfacing material be bladed off the roadway surface.
- c. Ditches and culverts shall be kept functional during and following roadway use.
- d. Snow berms shall not be left on the road surface unless written waivers are made for specific locations for traffic safety. Berms left on the shoulder of the road shall be removed following hauling completion and/or drainage holes shall be opened and maintained. Drainage holes shall be spaced as required to obtain satisfactory surface drainage without discharge onto erodible fills.
- e. Dozers shall not be used to plow snow on system roads without written approval of Forest Service.
- f. Snow shall not be removed to the road surface. A minimum two-inch depth must be left to prevent loss of surfacing and protect the road bed during snow removal operations. Written waivers may be made by Forest Service for specific locations where snow may be completely removed during plowing for traffic safety. Locations receiving a waiver will have a written agreement prepared prior to plowing that prescribes the timing and method of damage repair or surface replacement.

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KT-GT.2.4# - SITE SPECIFIC SPECIAL PROTECTION MEASURES (09/2004)

Special protection measures needed to protect known areas identified on Sale Area Map or on the ground include:

Cultural Resource Protection Measures: All Cultural sites will be identified on the ground by Orange and White stripped flagging. No mechanical equipment will be use within the flagged boundary. The Sale Administrator and/or Inspector(s) shall show Contractor the physical location of cultural sites in each unit prior to commencing work in that unit. The contractor or operators shall be responsible for the protection from damage by their actions of all the cultural resources so identified by the Forest Service within the affected area. In addition, they shall be liable for all damage to the identified cultural resources caused by their actions or the actions of their agents or representatives. The contractor or operators shall immediately notify the Forest Service Sale Administrator if any damage occurs to any cultural resource and immediately halt work in the area in which damage has occurred until authorized to proceed. All provisions of the Region 3 Cultural Resources Damage Assessment Handbook are incorporated by reference herein.

Wildlife and Botanical Protection Measures: Directly South of Cutting Unit 8 is a Mexican Spotted Owl Protected Activity Center (PAC). Timing restrictions are in place within 1/4 mile of this area from March 1st through August 31st. The timing restriction area is shown on the Contract Area Map by a Purple line and incorporates the southern half of Cutting Unit 8. No mechanical activity is allowed within this area during the timing restricitons.

Cave Resource Protection Measures: N/A

KT-GT.3.1.3# - TIMING OF SALE OPERATIONS (07/2009)

Unless otherwise agreed to in writing Contractor's Operations shall be performed in accordance with the following table.

CT6.313# - TIMING OF SALE OPERATIONS

Summary of Timing of Logging Restrictions

Payment Unit #	Cutting Unit #	Type of Restrictions		
		MSO (March 1 – Aug 31)	GSH (March 1 – Sept 30)	BTL (Feb1 – June30)
1	1			X
2	2			X
3	3			X
4	4			X
6	6			X
7	7			X
8	8	X		X
ALL	ALL	Due to fire and insect concerns, from 04/15 Through 07/15 no more than 10 days' worth or 100 acres of skidding material will be accumulated. If at any point the 10 day / 100 acre threshold is reached cutting may be suspended. This requirement may be waived by written permission of the Timber Sale Contracting Officer or Timber Sale Administrator.		

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KT-GT.4# - CONDUCT OF LOGGING (07/2009)

Unless otherwise agreed to in writing, Silvicultural prescriptions and land management objectives shall be conducted and accomplished by the requirements, methods and procedures in accordance with the following table.

KT-GT.4# - CONDUCT OF LOGGING

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Unless otherwise agreed to in writing, Silvicultural prescriptions and land management objectives shall be conducted and accomplished by the requirements, methods and procedures in accordance with the following table.

Conduct of Logging in Riparian or Stream Buffers

No skid trail crossings are permitted within the protected stream buffer. Designated stream crossings will be identified by the Sale Administrator and authorized by the hydrologist prior to implementation. All products will be cut and backed out without any turning in the protected stream buffers. Skidding must approach a tree and back out with no turning in the protected stream buffers. Avoid cutting trees along stream courses that provide for bank and soil stabilization. Protected stream buffers can range from 75'-150' depending on slope and soil type (as shown on the Sale area map).

KT-GT.4# - CONDUCT OF LOGGING	
TABLE-A	
Cutting Units	Conduct of Logging
ALL	1. No more than three payment units shall be released for cutting at one time. Before a fourth payment unit is released for entry, all contractual work must be completed and accepted in one of the three payment units previously released.
ALL	2. Whole trees shall be (skidded) (yarded) to landings.
ALL	3. The skid trail pattern shall be approved by Forest Service in advance of felling and major trails, including go-back trails, shall be flagged on the ground in advance of felling.
ALL	5. Trees shall be felled, insofar as safety permits, to angle in the direction of skidding.
ALL	6. Purchaser shall remove from National Forest administered lands products meeting utilization standards within 30 calendar days after felling of trees, unless written authorization to delay such removal is obtained from the Forest Service.
ALL	7. Tractor skid roads will be located, approved, (and constructed) in advance of falling.
ALL	8. Skidding machines shall not be operated off designated skid trails, road, or landing without written approval.
ALL	9. Logs shall be skidded with the leading end free of the ground.
ALL	10. Tractor skid roads shall be no less than 150 feet apart, except where converging.
ALL	11. Trees designated for cutting and/or logs will be left as rub trees along skid trails/skyline corridors as needed to protect young growth and leave trees.
ALL	12. Purchaser shall cut Included Timber and move it to designated skid trails using feller-buncher equipment, capable of severing, lowering and placing trees up to <u>24</u> inches diameter at stump height on the ground prior to skidding. Such equipment must be capable of operating on slopes up to <u>40</u> percent
ALL	13. Log landings and transfer points shall be limited to existing roads and turnouts unless otherwise agreed to in writing.
ALL	14. Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources from unnecessary damage

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KT-GT.4.3 - PROTECTION OF PUBLIC IN RECREATION AREAS (05/2008)

For protection of National Forest interests and safety of general public, Contractor's Operations shall be subject to the following restrictions:

a. When Contractor's Operations are in progress within safety zones, shown on Contract Area Map, and designated on the ground, Contractor may be required to post warning signs in the area or maintain a watchman whose sole duty shall be to warn and advise public of any hazards present in area as a result of this contract.

b. During periods of general recreation activity within Sale Area or vicinity, Forest Service may restrict hauling to days other than Saturdays, Sundays, and National holidays.

KT-GT.6 - EROSION PREVENTION AND CONTROL (05/2008)

Unless waived in writing, erosion prevention and control work, required by GT.6 shall be completed within 15 calendar days after skidding operations related to each landing are completed or after Forest Service designation on the ground of work where such designation is required hereunder. Said time limit shall be exclusive of full days lost in Contractor's Operations due to causes beyond Purchaser's control. Damage resulting from Contractor's operations, due to failure to perform required work, shall be repaired by Contractor.

When not adequately protected from erosion by treatments such as out-sloping and cross draining or grass seeding, place lopped slash and logging debris in temporary roads, landings and skid trails.

KT-GT.6.0.1# - EROSION CONTROL SEEDING (05/2008)

Following completion of skidding and yarding operations in an area, Contractor shall seed areas of exposed soil on skid trails, landings, firebreaks, and Temporary Roads where other erosion control measures described in GT.6 will not result in satisfactory control of soil movement. Seed bed preparation shall consist of surface scarification on roads and landings sufficient for retention of seed.

Seed shall be broadcast evenly at the rate of 19 pounds of seed per acre. Application shall be during the period Within 15 days after use of skid trail or landing is no longer needed. unless otherwise approved. No application work shall be done during extremely windy or rainy weather, or when the ground is frozen or otherwise unsuitable.

The kinds and amounts of seed to be sown in terms of live pure seed shall be:

See Table A

Table A: Seed Mix amount KT-GT.6.0.1#

Seed Mix for elevations greater than 8,000 feet – Landings and Skid Trails Only	
Species	% seed mix
Arizona Fescue (<i>Festuca Arizonica</i>)	20
Mountain Brome (<i>Bromus marginatus</i>)	50
Mutton Grass (<i>Poa fendleriana</i>)	20
Junegrass (<i>Koeleria cristata</i>)	10
Totals	100

The Contractor shall provide documentation that the seed mixture is certified weed free. Upon written approval of the Contracting Officer or Sale Administrator the seeding requirements may be waived or the seed mixture may be modified.

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KT-GT.6.0.2 - TEMPORARY ROAD AND LANDING SCARIFICATION (05/2008)

Unless waived in writing by Forest Service on specific roads or landings, all landings and Temporary Roads constructed or used by Contractor shall be scarified by Contractor following use. Scarification shall be done to a depth of not less than four inches and must effectively prepare the ground for seeding.

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KT-GT.7# - SLASH TREATMENT (05/2008)

All vegetative debris associated with construction of Specified Roads such as unutilized timber, brush and grubbed stumps is Construction Slash. Measures to be taken by Contractor for treatment of Construction Slash are set forth in the attached road construction specifications and in item (1) below.

Vegetative debris larger than 1 inch in diameter and 3 feet long resulting from Contractors Operations, other than Construction Slash, is Logging Slash. In Required Disposal Strip along permanent roads, in areas of Temporary Road construction outside of Clearcutting Units, and in fuelbreaks (KT-GT.7.1), both hardwood trees and coniferous trees smaller than the minimum d.b.h. in AT.2, over 3 feet in height and damaged beyond recovery by Contractors Operations shall be cut and treated as Logging Slash. Measures to be taken by Contractor for treatment of Logging Slash are set forth below and in following Subsections unless otherwise agreed in writing.

Forest Service and Contractor shall jointly develop a schedule for completion of slash treatment on the various portions of Sale Area prior to Contractor's Operations. Slash treatment plan may be made a part of the annual operating plan required in GT.3.1.

Specified slash treatment methods for each cutting unit shall be shown on Sale Area Map and listed in the attached tables by the following symbols:

Slash Treatment Methods:

Method: BURYING Map Symbol: "Bury"

Definition and Specifications:

Logging Slash shall be buried where agreed in borrow areas, pits, trenches, or other locations reasonably near the area of origin. Logging Slash shall be matted down in layers and shall be covered with at least 2 feet of rock and soil so that the final surface is sloped to drain and relatively smooth.

Method: CHIPPING Map Symbol: "Chip"

Definition and Specifications:

Chippable Logging Slash up to 4 inches in diameter shall be processed through a chipping machine. Chips shall be scattered to a depth not exceeding 6 inches.

Method: REMOVING Map Symbol: "Remove"

Definition and Specifications:

Logging Slash shall be moved or hauled to locations shown on Sale Area Map and designated on the ground where it shall be piled.

Method: FELLING DAMAGED TREES Map Symbol: "Fell"

Definition and Specifications:

Damaged or destroyed trees are trees substandard because of size, which are over 3 feet in height, and/or species not included in AT.2 over 3 feet in height, knocked down or damaged to the extent that mortality or serious deterioration will occur, and such trees partially pushed over so as to result in permanent lean and visible damage to the root system, all as a result of the Contractors operation. Such damaged or destroyed trees shall be felled and further treated by the slash treatment method specified for the area. Materials meeting the minimum piece specifications of AT.2 will be utilized by the Contractor according to

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CT.2. Maximum stump height shall be that specified in AT.6 or on the Contract Area Map.

Method: BUCKING & PILING (Small Material) Map Symbol: "Buck"

Definition and Specifications:

Logging Slash smaller than N/A inches and larger than 4 inches in large end diameter shall be bucked into lengths not to exceed N/A feet and left in place. Logging Slash 4 inches and smaller in large end diameter shall be hand Piled within Required Disposal Strip.

Method: DECKING LARGE MATERIAL Map Symbol: "Deck"

Definition and Specifications:

Logging Slash 4 inches in diameter and 8 feet or more in length shall be Decked free of other slash by piling pieces parallel to each other.

Method: HAND PILING Map Symbol: "Hpile"

Definition and Specifications:

Logging slash smaller than 1/ inches in diameter and 1/ feet long shall be hand piled in accordance with the following specifications:

HAND PILING SPECIFICATIONS

LOCATION OF PILES: Piles shall be located within cleared areas of landings and Temporary Roads or within natural openings. The minimum spacing between edge of each pile and crown edge of adjacent live trees shall not be less than the average diameter of the pile.

Contractor shall not be required to move slash more than 75 feet to meet the above pile location requirement.

Piles shall not be made below high water mark of perennial or intermittent stream courses designated to be protected in accordance with GT.5. Slash shall not be piled on or allowed to remain in drainage ditches of permanent roads.

CONSTRUCTION OF PILES. Piles shall be compact and dirt-free, with most small slash on the bottom to facilitate consumption during burning. Piles shall not exceed 10 feet in average diameter and pile height shall not be less than one-third the average pile diameter. All slash which protrudes 4-feet or more from outer edge of the pile shall be bucked off and placed on pile.

Method: MACHINE PILING Map Symbol: "Mpile"

Definition and Specifications:

Concentrations of logging slash, excluding scattered individual pieces, shall be machine piled by tractor equipped with brush rake as per Machine Piling Specifications.

Method: MACHINE PILING & LOPPING Map Symbol: "Mpile/lop"

Definition and Specifications:

Concentrations of slash marked on the ground by the Forest Service shall be machine piled by a tractor equipped with a brush rake as per Machine Piling Specifications. The remaining slash, not in

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concentrations, shall be lopped and scattered as per specification for "Lopping."

Machine Piling Specifications

Acceptable Equipment. Piling will be accomplished with a crawler tractor not to exceed overall width of N/A feet. Tractor will be equipped with a brush blade having teeth extending a minimum of 11 inches below the frame. The teeth shall number at least 7 and no more than 10. The teeth shall be of sufficient size and strength so that they shall not bend or break through normal slash piling.

Location of Piles. Piles shall be so located that burning will not damage standing live trees or physical improvements such as fences, poles, buildings, signs, tables, grills, and cattleguards. The minimum spacing between piles shall be equivalent to one and one-half the diameter of the adjacent pile.

If conditions make it impractical to locate piles where damage to live trees and physical improvements can be avoided, a space shall be cleared in a location designated by Forest Service.

Slash within partial cut areas and road construction clearings shall be moved to take advantage of previously constructed or natural clearings in order to minimize the construction of new clearings. Slash shall not be moved more than 120 feet to achieve the location requirement. Piles shall not be made on permanent roads, in drainage ditches, below high water marks of live streams, and in intermittent stream courses.

Piles shall not be constructed within a 50 foot strip along the tip edge of the cutting unit or within a 50 foot strip along the remaining edges of the unit.

Construction of Piles. Machine piles shall be compacted by pushing slash from all sides towards the center of the pile. A machine pile will not exceed an average diameter of 25 feet and pile height shall not be less than one-third the average diameter of the pile. All slash which protrudes 4-feet or more from outer edge of the pile shall be bucked off and placed on pile.

Unmerchantable material may be left between piles to protect regeneration seedlings and for site protection purposes as specified in writing by Forest Service.

Piling shall be accomplished in a manner that will prevent the accumulation of dirt in the piles

Logs and tops from felled trees within leave groups of trees inside or outside the cutting unit shall be yarded out of such leave groups to approved locations and piled. Where there is danger of damaging leave trees, long material shall be end-lined out of leave groups.

Method: COVERING PILES Map Symbol: "Cover"

Definition and Specifications:

All slash piles shall be covered with a durable waterproof covering furnished by Contractor as approved by the Forest Service. The material shall be at least 6 feet in width. Piles shall not be less than one-third covered, with the covering extending not less than halfway down all sides. Pieces of burnable material shall be placed on top of the waterproof covering to keep it from blowing off the pile.

Method: SITE PREPARATION Map Symbol: "Mach"

Definition and Specifications:

In conjunction with machine slash piling, a minimum of N/A percent and maximum of N/A percent of the workable ground surface uniformly distributed over the unit area shall be scarified down to bare mineral soil. Scarified ground is here defined as bare mineral soil in patches exceeding N/A feet by N/A feet.

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Method: SCATTERING Map Symbol: "Scat"

Definition and Specifications:

Contractor shall remove all slash greater than N/A inches in diameter and/or N/A feet long, a minimum of N/A feet away from each leave tree N/A inches d.b.h. and larger. Slash shall be placed upslope from, or along the upslope from, or along the contour from, leave trees. Slash shall not be placed down slope from leave trees.

Method: LOPPING Map Symbol: "Lop"

Definition and Specifications:

Slash shall be treated by limbing or severing, or both, and scattered as necessary to place slash within 3/ feet of the ground over entire area of cutting unit. Occasional slash which exceeds the maximum height, not to exceed 5 percent of slash to be lopped and scattered, is acceptable. When agreed in writing between Contractor and Forest Service, crushing or chopping with mechanized equipment is permissible, where residual trees will not be excessively damaged and ground conditions are suitable.

By agreement in writing, certain slash may be left for fuelwood. When the specified treatment is by a combination of methods, Logging Slash not treated by one of the methods shall be treated by the other(s).

(1) Treatment Along Permanent Roads. Permanent roads that require roadside slash treatment are listed in the attached table and shown on the Contract Area Map. All Logging and Construction Slash within Required Disposal Strips shall be treated by Contractor. "Required Disposal Strips" are those areas adjacent to permanent roads where slash treatment is required for resource objectives. The width of Required Disposal Strips is shown in the attached table and is measured in slope distance from Roadbed edges of permanent roads. By agreement, in Clearcutting Units, slash from Required Disposal Strips may be treated with other Logging Slash. By agreement, the location of Required Disposal Strips may be adjusted from side to side without materially changing the total work required.

Slash treatment in Required Disposal Strips shall be accomplished without affecting the proper functioning of channels leading to and from drainage structures.

(a) Slash shall be treated by Scattering, Removing, Burying, Chipping, Piling, Bucking and Piling, Machine Piling or a combination of these methods as shown in the attached table. Logging Slash larger than treatment size requirements of the specified method shall either be Scattered outside Required Disposal Strip, within Required Disposal Strip or Decked at agreed locations as shown in the attached table.

(b) Hardwood and coniferous trees within or extending over Required Disposal Strips and which have been partially knocked down by Contractor's Operations shall be felled and treated as Logging Slash. Damaged trees which cannot be felled with reasonable safety may be pushed or pulled down.

(2) Treatment Along Temporary Roads. Outside of Clearcutting Units, all hardwood and coniferous trees felled or pushed over and trees damaged beyond recovery by Temporary Road construction shall be felled, limbed to a stem diameter of approximately 3 inches, at which point the top shall be cut from the remainder of the stem, and stem shall be bucked into lengths not exceeding 4/ feet. Such slash shall be Scattered free of soil to reduce concentrations unless treatment is required by another specified method.

(3) Landings and Disposal Sites. Unutilized logs accumulated at landings and disposal sites shall be Decked by Contractor. Other slash accumulated at landings and disposal sites shall be kept separate from unutilized logs and treated by the method shown in the attached table.

(4) View and Special Management Units. Areas identified as "VIEW" on the Contract Area Map are Travel and Water Influence Zones and Special Management Units which include roads, recreation trails, streamsides,

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lakeshores, and other view areas. The "VIEW" boundaries are identified on the ground or a distance limitation is specified on the Contract Area Map. Primary treatment shall be by Removing, Burying, Chipping, Hand Piling, Machine Piling, or a combination of these means unless a method is specified or prohibited on Sale Area Map. Logging Slash not readily treated by the selected or specified method shall be removed to designated areas or treated as agreed.

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The following tables, where applicable and filled in, summarize slash requirements:

TREATMENT ALONG PERMANENT ROADS (KT-GT.7#)
SLASH TREATMENT

See Table A

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LANDING, DISPOSAL SITES AND OTHER SLASH (KT-GT.7#)

See Table B

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CONTRACTOR UNIT SLASH RESPONSIBILITY (KT-GT.7#)

See Table C

Table A: Treatment Along Permanent Roads KT-GT.7#**Not Applicable****Table B: Landing, Disposal Sites and Other Slash**

Landing Location	Requirements
All	Slash not piled shall be scatter up to depth of 4 inches for erosion control and prevention.
All	<p>Method: PILING</p> <p>Definition and Specifications:</p> <p>Piling will occur with whole tree logging where residue accumulates at a landing. Piles should be no larger than 35'x35' in size and at least 20 feet away from drip crown of all live trees unless otherwise agreed in writing with the Sale Administrator. Residue may also be scattered over skid trails as an erosion control method as agreed to by the Sale Administrator.</p>

Table C: Contractor Unit Slash Responsibility

Unit	Requirements
ALL	If Contractor is not utilizing optional removal of biomass the contractor is responsible for all Piling of biomass generated from treatment of sawlog and non-saw material , Except Slash used for Erosion Control.

Contract Name: Six Stewardship

KT-GT.8 - MEASURING (03/2013)

Volume estimators used for quantity estimates in AT.2 are listed below. Volume for trees added pursuant to CT.1 and CT.3, or other authorization hereunder, will be derived from the same volume estimators or from volume tables based on these estimators.

SPECIES	DATA SOURCE	APPLICATION
Ponderosa Pine	Eagar Recovery Study 1/	All Forests
Ponderosa Pine	Hann & Bare 2/	All Forests
Ponderosa Pine	Flewelling Profile Model 4/	All Forests
Aspen	Santa Fe/Carson 2/	All Forests
Spruce	Santa Fe/Carson/Lincoln 2/	All Forests
Corkbark Fir	Santa Fe/Carson/Lincoln 2/	All Forests
SW White Pine	Santa Fe/Carson/Lincoln 2/	All Forests
Douglas-Fir	Santa Fe/Carson 2/	Carson, Cibola, Kaibab, Santa Fe
Douglas-Fir 3/	Lincoln/Tonto 2/	Apache-Sitgreaves, Coconino, Coronado, Gila, Lincoln, Prescott, Tonto
White Fir	Lincoln 2/	Apache-Sitgreaves, Coconino, Coronado, Gila, Lincoln, Prescott, Tonto
White Fir	Santa Fe/Carson 2/	Carson, Cibola, Kaibab, Santa Fe

1/ Ponderosa Pine volume (sawtimber) estimators are derived from data collected in the Eagar Mill Recovery Study. Scribner Decimal C and cubic volume estimators are available from the Forest Supervisor or District Ranger.

2/ These volume (non-sawtimber) estimators and tables are published in the following documents:

Hann, David W. and B. Bruce Bare "Comprehensive Tree Volume Equations for major Species of New Mexico and Arizona: I. Results and methodology", USDA Forest Service research Paper INT-209, June 1978, 43 pp.

Hann, David W. and B. Bruce Bare "Comprehensive Tree Volume Equations for major Species of New Mexico and Arizona: II. Tables for Unforked Trees" USDA Forest Service Research Paper INT-210, November, 1978, 127 pp.

3/ Based on data obtained in the Fiscal Year 1987 Douglas-fir Volume Validation Project, predicted Douglas-fir Scribner Board Foot volume (from Hann and Bare equations using the Lincoln/Tonto Data Source) must be adjusted (multiplied) by a factor of 0.932. This is the equivalent of a 6.8% negative adjustment to the predicted volume.

4/ Flewelling, James W. and Lawrence M. Raynes 1993. Variable-shape stem profile predictions for western hemlock. Part I: Predictions from DBH and total height. & Part II: Predictions from DBH, total height, and upper stem measurements. Can. J. For. Res. Vol. 23. 1993.

Contract Name: Six Stewardship

KT-GT.8.2 - ACCOUNTABILITY (05/2008)

Unless otherwise agreed in writing and prior to hauling from Sale Area, products shall be accounted for as follows:

The truck driver shall obtain a removal receipt furnished by Forest Service. Contractor shall assign a competent individual at the landing to issue removal receipts for products removed from Sale Area. A duplicate copy or stub of such receipt shall be retained by Contractor and delivered to Forest Service at periodic intervals. When products are in transit, the truck driver shall keep the original copy of the receipt in his possession and show it upon request or display it as evidence of his authority to remove products. The original removal receipt shall be surrendered at the unloading point or as requested by Forest Service.

KT-GT.9# - STEWARDSHIP PROJECTS (09/2004)

Performance of stewardship projects shall be in accordance with the following specifications.

Stewardship Projects

KT-GT.9# - STEWARDSHIP PROJECTS (09/2004)

Performance of stewardship projects shall be in accordance with the following specifications.

DESCRIPTION AND SPECIFICATIONS OF STEWARDSHIP PROJECTS

END RESULTS STATEMENT FOR STEWARDSHIP CONTRACT: The intent of the end results statements is to explain what final product is being sought on the ground. This contract is a request for proposals where in we are mixing traditional timber sale contract work and service contract work in the same Stewardship Request for Proposals. There are several ways to accomplish the final end results, and several different pieces of equipment that could be used to accomplish the requested objectives. Proposals from bidders will be evaluated based upon listed criteria which include meeting the end results and related specs, as outlined, how soon the work can be accomplished. Bidders, in addition to filling in the required bid amounts requested in the schedule of task items and the timber bid price, should include a detail proposal as to how the work will be accomplished in each of the units as shown on the contract area map.

Mandatory Stewardship Credit Project Item 1.0 – Mechanical Site Prep of burned areas within the sale area – Units 1, 4, and 7. 26 Acres (Identified on Stewardship Map)

Task Item: Felling and Machine Piling of burned trees (5.0 – 11.9” DBH) and Felling and Decking of burned trees (12.0”+ DBH) identified on the Stewardship Map.

Specification: All dead trees 5.0” – 11.9” DBH located within the burned area shall be cut and piled. All dead trees 12”+ DBH shall be decked in landings along existing roads. A minimum of two snags 12.0”+ DBH shall be left per acre. Piles should be no larger than 35’ x 35’ and follow specifications in KT-GT.7#

Optional Stewardship Credit Project Item 1.1– Mechanical Site Prep of burned areas within the sale area – Unit 5 – 43 Acres (Only on Stewardship Map)

Task Item: Felling and Machine Piling of burned trees (5.0 – 11.9” DBH) and Felling and Decking of burned trees (12.0”+ DBH) identified on the Stewardship Map.

Specification: All dead trees 5.0” – 11.9” DBH located within the burned area shall be cut and piled. All dead trees 12”+ DBH shall be decked in landings along existing roads. A minimum of two snags 12.0”+ DBH shall be left per acre. Piles should be no larger than 35’ x 35’ and follow specifications in KT-GT.7#

Optional Stewardship Credit Project Item 2.0– Removal of all biomass from landing piles. – Cutting Units All – 5,490 Green Tons Estimated.

Task Item: Total removal all biomass from landing piles resulting from logging activities.

Specification: All biomass created from logging activity will be removed. Some biomass will be scattered for erosion control.

SCHEDULE OF WORK

Scheduling of Work - Timing of the work in Mandatory units is expected to be accomplished in the same general fashion as the Timber Sale. If for some reason a bidder has a cost effective method that will accomplish the same results, but requires work to be accomplished with one or more additional stages being utilized, this option should be clearly outlined in the proposal and must be agreed to in writing as part of the final contract package.

GENERAL SPECIFICATIONS FOR ALL PROJECTS DEFINITIONS

Calendar Days: Every day shown on the calendar, Saturdays, Sundays and holidays included.

Contract Administrator: The on-site contract administrator for the Mandatory and Optional work items who represents the Contracting Officer. The duties and responsibilities of the CA are defined in the letter of designation issued by the Contracting Officer. This person can be a Timber Sale Administrator or Contracting Officers Representative.

Contract Time: See Period of Performance.

Damage: Defect or deformity of a tree resulting from agents such as wind, snow, animals, insects, disease, and equipment, and evidenced by such things as dead or broken tops or trunks, crooks, and deep scars or damage to the bark on more than ¼ of the circumference of the tree D.B.H (Diameter Breast Height): A point on the bole of a tree 4.5 feet above the ground measured on the up hill side.

Grapple Piling: Grapple Piling will occur with whole tree logging where residue accumulates at a landing. On a return trip to the woods, the skidder will take a grapple load of residue to a suitable location as described in Machine Piling. A minimum of two and a maximum of four grapple loads will be allowed per pile, unless otherwise agreed in writing with the Sale Administrator. Residue will also be scattered over skid trails as an erosion control method as agreed to by the Sale Administrator.

Leave Trees: Trees not designated for removal or other prescribed treatment.

Period of Performance: (also Performance Period or Contract Time). The number of calendar days allowed in the contract for completion of contract work.

Quality Assurance: The actions taken by the Government to assess the results to determine that they meet contract requirements. The methods for quality assurance are described in the Quality Assurance Surveillance Plan (QASP).

Quality Control: Those actions taken by a Contractor to control the production of outputs to ensure that they conform to the contract requirements.

Removal: Transportation of cut whole trees, boles, slash, and/or equipment on designated haul roads from landings within the contract area to completely off of the National Forest, usually within a specified time frame.

Slash: Any Contractor generated residue from cutting, limbing, or bucking standing live trees, plus all dead and down woody material existing prior to Contractor's operations greater than 3" diameter and longer than 6 feet. See the following section Slash Treatment for a complete description of slash treatment methods and specifications.

Thinning: The process of selecting and leaving the most desirable trees (including those showing good health characteristics), to meet the average spacing rate listed for the units.

Piling: Creating clean burnable piles from fuel materials on site.

Chipping: Use of mechanized equipment to reduce slash and non-merchantable material to a size which will meet local mill utilization standards and then are hauled off site.

Spacing: The horizontal distance from the trunk of one leave tree to the trunk of the next nearest leave tree. Average spacing is calculated from the leave trees per acre.

Stream course: The area along a stream with riparian vegetation and other riparian characteristics. Stream courses are noted on the Contract Area Map.

CONTRACTOR WORK REQUIREMENTS AND STANDARDS

Road Access: The Contractor may access the units from county and forest roads indicated on Contract Area Map.

Leave trees: 1) All snags that do not pose a hazard to operations. 2) All designated leave trees in the treatment units shall be left uncut and undamaged. Operations shall be conducted in such a manner so as to not damage any leave trees during operations. See the contract provisions for penalties related to damage and/or cutting of commercial timber within the project area.

Unless otherwise approved by the Contracting Officer, all non-merchantable trees removed under the Mandatory work items shall be completely severed below the lowest live limb and within six (6) inches of the ground at an angle parallel to the slope, except when prevented by natural obstacles. A live limb is a limb of any size that has green needles attached. Cut trees shall be secured so they do not roll down hill and shall not be hung up on other trees or vegetation.

Slash Treatment: Treatments of slash is to include slashing, bucking, dispersion, commercial off-site removal, chipping, piling or mastication. Mandatory Slash treatment shall be concurrent and progressive with the harvesting. Slash created and/or trees dropped by the Contractor's operations shall not be left outside the unit boundaries unless agreed to in writing by the Forest Service.

Resource Protection: The Contractor shall exercise extreme care to prevent damage to existing facilities, developments, and resources in all aspects of the contract work.

PERFORMANCE SUMMARY

The following describes the major items in the contract with the incentives and deductions for the work described for the mandatory and optional stewardship activities.

Stewardship Projects	Performance Standard	Method of Assessment	Incentive/Deduction
Mechanical Site Prep of Burned Areas (Mandatory Stewardship Credit Project Item 1.0 and Optional Stewardship Credit Project 1.1)	Quality Meets or exceeds performance standard of 90%	Inspector will conduct periodic visual inspections	Rework is required if contractor fails to meet standards.
Total removal of biomass (Optional Stewardship Credit Project Item 2.0)	Quality Meets or exceeds performance standard of 90%	Inspector will conduct periodic visual inspections	<ul style="list-style-type: none"> • The Contractor's quality will be reflected in the performance assessment either as positive or negative incentive. • If Contractor achieves 90% or greater, the Contractor will receive unit price as incentive, once the slash treatments are completed. • If Contractor does not achieve at least 90% quality, deductions are assessed based on Method of Calculating Credits.

CONTRACTUAL ARRANGEMENT

(a) This is a Notice to Proceed contract for the mandatory services specified and effective for the period stated in the Contractor's Proposal and made a part of this contract. The quantities of services specified in the Schedule are estimates only and are not purchased by this contract, except as orders are placed in accordance with the ordering clauses. Minimum and maximum quantity requirements, if any, are as stated in AT4.4 STEWARDSHIP CREDITS.

(b) Performance shall be made only as authorized by the Contracting Officer in writing in the form of a Payment Unit Release.

(c) Subject to any limitations in this contract, the Contractor agrees to furnish to the Government the services specified in the Schedule and called for by Task Orders/Payment Unit releases, issued by the Contracting Officer. The Contractor shall furnish to the Government the services specified in AT4.4 STEWARDSHIP CREDITS, up to and including the quantity as shown in AT4.4.

(d) The Government will obtain performance of all services in the Schedule exclusively from the Contractor, until such time as the Government requires performance and the contractor is unable to provide.

INSPECTION AND ACCEPTANCE

Government Quality Assurance Inspection

For All Stewardship Project Items

The Government will, at its convenience, make periodic inspections of the work to assure itself of contract compliance and to perform Quality Assurance Inspections to determine confirm with the Contractor is performing quality control in accordance with its QCP and that Contractor monitoring results in quality performance of contract objectives. The Government reserves the right to inspect all equipment, material and supplies prior to starting work for suitability; the decision of the Contracting Officer as to acceptability shall be final. The Contractor is required to provide a proficient and productive crew to obtain satisfactory.

The Government will do visual inspection to make sure the Contractor is in compliance with the specifications and proceeding satisfactory. The Contractor will be required to furnish all supplies and equipment unless listed as Government furnished property.

UNSATISFACTORY PERFORMANCE

For All Stewardship Projects Items

If the percentage of satisfactory work falls below 90 percent, the Government will immediately notify the Contractor in writing and order improvement of the quality of future work. If the quality of future work is not raised above the 90 percent within two consecutive workdays after receipt of notice in writing of unsatisfactory work, the Contractor's right to proceed may be suspended and the contract considered in breach. Repeated failure to perform work at or above

90 percent acceptable performance shall also be considered breach of contract. If final inspection shows a percentage of less than 90 percent than the contractor has the option of rework the portion the unit where below the work is unsatisfactory or accept a one percent in pay reduction for every one below up to eighty percent. If the satisfactory work is below minimum of 80 percent no pay will to paid contractor without rework. See "Method of Calculating Credits" for additional information.

REWORK AND REINSPECTION AFTER REWORK

For All Stewardship Project Items

When inspection indicate that the performance objectives were not met, the work will be deemed unsatisfactory and payment will not be made until the Contractor has assured the Government that its Quality Control measures have corrected the deficiencies. Inspection after rework will be made in the same manner as the first inspection. The cost to the government are below 90 percent and the deficiency is correctable, payment will not be made until the deficiency has been corrected. Reinspection after rework will be made in the same manner as the first inspection but on different plot lines. The Contractor shall pay for inspections necessitated by the rework except for the first reinspection on any work.

INSPECTION

For Stewardship Projects Items – 1.0 , 1.1 and 2.0

Cutting of dead trees, piling and slash removal will be inspected visually by the Forest Service inspector. Failure to meet or pass visual inspection will result in a requirement to rework the unit failing standards. If contractor refuses to rework a specific unit a formal inspection will be initiated using the following procedure.

Formal inspection for acceptance of work will be based on adherence to the above listed specification for this project item. Inspection will be made using a 1/4 – acre plots place in a systematic grid across the unit/landing. Each plot will be based on a pass or fail. Plots will be acceptable (pass) or unacceptable (fail) based on if the project items specifications were met or not. Performance Quality % shall be based on the total number of acceptable plots versus the total number of unacceptable plots.

So
$$\frac{\text{Number of unacceptable plots} \times 100}{\text{Total plots taken plot}} = \% \text{ of unacceptable plots}$$

The percentage resulting from the formal inspection will be what is used to calculate Stewardship credits. (See Method of Calculating Stewardship Credits Section)

CONTRACTOR QUALITY CONTROL PLAN.

A. Quality Control Plan

The Contractor shall provide a Quality Control Plan (QCP) as part of the technical proposal. The Plan must demonstrate how the Contractor shall assure that quality of performance meets the objectives and requirements of the contract. The QCP shall specify:

How quality will be monitored to ensure performance standards are met.

How the work will be supervised.

How results of the monitoring will result in quality performance.

Identify the personnel responsible for performing quality control.

B. Contractor Quality Control Inspection

The Contractor shall assure that performance meets contract specification prior to requesting the Government to inspect for payment or acceptance. Upon completion of a unit, the Contractor shall contact the Contract Administrator to set a mutually agreed upon date for inspection of completed work. The Contract Administrator may observe the Contractor's inspection at any time and shall otherwise have unlimited access to the inspection data.

GOVERNMENT-QUALITY ASSURANCE SURVEILLANCE PLAN

The Government will conduct inspections of each unit to determine work quality. Initial inspections will normally consist of a 100 percent visual inspection preferably in conjunction with the contractor, or the contractor's field representative and will be based on adherence to contract technical specifications. If visual inspection shows that the work is inadequate, final inspections and payment will not be made until the deficiency has been corrected by the Contractor. It is clearly defined here to be the complete responsibility of the contractor to monitor all work and to request final inspections based upon their knowledge that the work has been complete to the contract defined specifications.

If original inspection results are unacceptable to Contractor and a second inspection is requested without rework, the same inspection procedure will be used following a different plotline. If the second inspection shows less than 5 percent variance from the first inspection, the Contractor shall pay the cost of the second inspection, and results of the second inspection will be used in determining payment. Re-inspection requests shall be in writing and submitted within three (3) calendar days of the original inspection notification.

MEASUREMENT AND PAYMENT

MEASUREMENT

The area to be treated is stated in AT.4.4. All linear and area measurements under this contract are measured on a horizontal plane within the established boundaries using Global Positioning Systems (GPS) and Geographic Information System (GIS) Systems. Boundaries are marked with paint, and/or flags

Re-measurement. The Contractor may at any time after award request re-measurement of any sub-item. The request must be in writing within 10 days after completion of a unit or pay item.

The Government's re-measurement of the unit/sub item will be made within established boundaries. If re-measurement indicates a variance of 5 percent or less in the acreage stated in the list of services, there will be no adjustment in acres and the Contractor shall pay for the actual cost of re-measurement. If re-measurement results in a variance greater than 5 percent in the acreage stated in the list of services, payment shall be based on the re-measured acreage and the Government shall pay for the re-measurement.

METHOD OF CALCULATING CREDITS

For each completed unit, the Contractor's quality control inspection percentage for tree thinning will be compared to the Government's assessment results. If the results differ by 5 percent or less, the Contractor's inspection will be considered acceptable and the Contractor's quality percentage will be used as the basis for payment. When the results differ by more than 5 percent, the Government's inspection percentage will be used as the basis for distributing Stewardship Credits.

Stewardship Credits: The following Stewardship Credit calculation methods will be used if plots are taken instead of using visual inspection methods. Stewardship Credit Value, less damages, will be based on the following methods.

Quality at fully acceptable performance meets or exceeds 90 percent. Whenever the quality of work meets or exceeds 90 percent, based on the results of the Contractor's quality control inspection and verified by the Government monitoring, the work will be acceptable, an incentive compensation will be made that distributes Stewardship Credits at the unit price for the sub-item.

Value Compensation Example: With a unit price of \$100 and a unit size of 40 acres, the bid price would be \$4,000. If the Contractor's work quality is 90 percent, compensation would be at a rate of \$4,000.

Quality at unacceptable performance level, less than 90 percent but greater than 80 percent. Whenever the quality of work is below 90 percent based on the results of the Contractor's quality control inspection and verified by the Government monitoring, the work may be acceptable, but no incentive compensation will be made for the sub item. Compensation will be made at the percentage rate determined for the unit.

Compensation Example: With a thinning quality of 83 percent, the Contractor will receive 83 percent of the bid price.

With a unit price of \$100 per acre and a unit size of 40 acres, the bid price would be \$4,000. At 83 percent thinning quality, compensation would be:

$\$100 \times 83\% \times 40 \text{ acres} = \$3320.$

Unacceptable Work

Any unit, with quality less 80 percent, is considered unacceptable and may be rejected. For these areas, the Government may (i) accept the work at a reduced price, (ii) require the area to be reworked at no additional expense to the Government, or (iii) reject the work in its entirety. If the quality is unacceptable, the Contractor's right to proceed is subject to immediate termination for default.

When work quality falls below 80 percent in areas of 1 acre or larger and the quality of work can be corrected, the Government may require the area to be reworked. The Government will document unacceptable work quality in the performance assessment.

Contract Name: Six Stewardship

KT-HT.2 - SPECIFIC FIRE PRECAUTIONS (05/2008)

Contractor shall provide the personnel, tools and equipment to take the following precautionary measures:

SMOKING AND LUNCH FIRE RESTRICTIONS

Contractor shall prohibit smoking and building of camp and lunch fires by persons engaged in Contractor's operations, except at established camps or in areas that Forest Service may designate. Smoking may be permitted at these designated areas only after all flammable material has been cleared to mineral soil. All fires and smoking materials shall be completely extinguished at end of lunch or smoking period.

FIRE TOOLS

Contractor shall furnish and maintain; i.e., cutting edges sharp, handles sanded and tightly fitted, clean of rust and foreign material; fire tools to be used only for suppressing forest fires. Each logging operation shall be provided with one firefighting tool per man to equip 100 percent of the personnel engaged in Contractor's operations. Approved firefighting tools are: double-bit axe; brushhook; pulaski; McLeod; and round-pointed, size 0 or larger lady shovel. The proper tool mix will be stipulated in the Timber Sale Fire Plan. These tools are required separate from, and in addition to, the tools required in the section, "Fire Tools on Equipment," and in KT-HT.2.1 Fire Guards. Fire tools for firefighting purposes for use of personnel engaged in all phases of the logging operations shall be located in the active operating area of the contract or as stated in the fire plan.

BURNING OF REFUSE

No camp refuse of slash or other debris, such as that resulting from clearing around camps or on right-of-way, shall be burned without the written consent of the Forest Service.

SPARK ARRESTERS AND MUFFLERS

Each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard (Spark Arrester Guide) 5100-1a or the latest revision of Society of Automotive Engineers "medium size engine, SAE recommended practice J350" unless it is:

- (a) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.
- (b) A multi-position engine, such as on power saws purchased after 6/30/77 which must meet the performance levels set forth in the Society of Automotive Engineers "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended. Those purchased prior to the above date shall be equipped with an approved spark arrester/muffler containing a 0.023 inch mesh screen in good condition.
- (c) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory designed muffler and an exhaust system in good working condition.
- (d) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this Subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

POWERSAWS

Contract Name: Six Stewardship

During periods of use, each powersaw operator shall have readily available for use one long-handled round-pointed shovel and one chemical-pressurized fire extinguisher of not less than 8-ounce capacity by weight.

Muffler, extinguisher, and shovel shall be maintained in good working order at all times. Any fueling or refueling of a powersaw shall be done in an area which has been cleared of material which will carry fire. Powersaws shall be moved at least 10 feet from the place of fueling or refueling before starting.

FIRE TOOLS ON EQUIPMENT

Each internal combustion fuel carrying truck, loader, skidder, heavy truck, and tractor shall be provided with one long-handled round-pointed shovel, and one 5-pound capacity ABC dry chemical fire extinguisher. Passenger carrying vehicles, including light pickup trucks shall be equipped with one (1) long-handled round-pointed shovel and one (1) ABC chemical fire extinguisher not less than 2 1/2 pounds capacity. Shovels and fire extinguishers shall be so mounted as to be readily reached from the ground.

INSPECTION REQUIREMENTS FOR INTERNAL-COMBUSTION ENGINES

Each internal-Combustion motor vehicle or item of equipment shall be inspected and approved in advance of use by Forest Service.

Contractor shall require that all persons engaged in Contractor's operations submit all internal-combustion motors and equipment for inspection and approval prior to use in Contractor's operations on National Forest lands. Vehicles and equipment not approved for use shall be repaired to meet existing standards, re-inspected, and approved by Forest Service prior to use.

BLASTING

Use of fuses in blasting shall not be permitted. A long-handled round-pointed shovel and 5-gallon backpack pump with attached hand pump filled with water shall be available at all times. During periods when Fire Precaution Plan B or C is in effect, a fire guard shall remain on duty for at least one hour after blasting is finished and shall be equipped with a shovel and backpack. Blasting is prohibited under Fire Precaution Plan D. (KT-HT.2.2)

TRACTOR LIGHTS

All crawler tractors and rubber-tired skidders suitable for fire suppression work, and with power source, shall be equipped with two (2) factory type headlights and one (1) backup light, or brackets mounted for portable self-contained battery operated lights. These portable lights shall be furnished and maintained by the Contractor at a location agreed by the Forest Service.

CABLE YARDING

Tail and corner blocks shall be located to prevent cables from rubbing against trees, snags, and down logs.

Areas adjacent to tail and corner blocks shall be cleared of flammable material within a 5-foot radius.

One 5-gallon standard backpack water container (filled at all times and with hand pump attached), one shovel, and one pulaski, shall be maintained within 10 feet of each block.

GAS AND OIL STORAGE AND SERVICE AREAS

The location of equipment service areas and gas and oil storage areas shall be approved in writing by Contracting Officer. All areas shall be cleared of brush, litter, grass or other flammable debris for a radius of 50 feet.

WELDING

An area within a 10 foot radius shall be cleared down to mineral soil before welding operations are started. Prior to welding, Contractor shall have available a round-pointed long-handled shovel, a 5-gallon

Contract Name: Six Stewardship

backpack pump filled with water with attached hand pump, and a 5-pound fire extinguisher at each welding site. A fire guard will remain on duty for at least one (1) hour after welding is completed during periods when Fire Precaution Plan B or C is in effect. Welding is prohibited under Fire Precaution Plan D.

KT-HT.2.1 - FIRE GUARDS (05/2008)

Contractor shall designate at least one representative to train and supervise each woodworking group of men in fire prevention, detection, and suppression. Each such representative shall be named in the fire plan.

To prevent, detect, and suppress fire, Contractor shall provide a trained fire guard at each operating area where power-driven equipment has been operated during the day. The fire guards shall constantly perform their duties during operating hours and for three (3) hours after the woodwork stops for the day, when the Fire Precaution Plan is Plan B, C, or D (KT-HT.2.2).

Fire guard service on one operating area shall satisfy the requirements on adjacent areas if the travel time with available transportation is not in excess of ten (10) minutes to any of the other areas requiring such service.

Each fire guard shall be physically able, vigilant, and trained to prevent, detect, and report any fires and to promptly and efficiently take suppression action with available required firefighting equipment and men on any fire that starts on contract area. Each fire guard shall be equipped with a vehicle and a fire tool cache consisting of a cache box, 2 four-to-five gallon backpack pumps filled with water, 2 size 0 shovels, 2 Pulaskis, and 2 McLeod tools maintained in serviceable condition.

KT-HT.2.2 - EMERGENCY FIRE PRECAUTIONS (01/2014)

Purchaser will restrict operations in accordance with the attached Emergency Fire Precaution Schedule. The Contracting Officer shall inform the Purchaser of any changes in the Industrial Fire Precaution Plan. The procedure for the Contracting Officer to notify the Purchaser of a change shall be stated in the Fire Prevention and Control Plan required by HT.1. The Contracting Officer may, after consultation with the Forest Supervisor, adjust the predicted Industrial Fire Precaution Plan for local weather conditions on Sale Area. Changes in the predicted Industrial Fire Precaution Plan shall be agreed to in writing.

See Table A

KT-HT.2.2 - EMERGENCY FIRE PRECAUTIONS (03/13)

Purchaser will restrict operations in accordance with the attached Emergency Fire Precaution Schedule. The Contracting Officer shall inform the Purchaser of any changes in the Industrial Fire Precaution Plan. The procedure for the Contracting Officer to notify the Purchaser of a change shall be stated in the Fire Prevention and Control Plan required by HT.1. The Contracting Officer may, after consultation with the Forest Supervisor, adjust the predicted Industrial Fire Precaution Plan for local weather conditions on Sale Area. Changes in the predicted Industrial Fire Precaution Plan shall be agreed to in writing.

EMERGENCY FIRE PRECAUTION SCHEDULE	
FIRE RESTRICTION/CLOSURE "STAGE"	
RESTRICTION LEVELS	INDUSTRIAL FIRE PRECAUTION PLAN
NO RESTRICTIONS	A
STAGE I	B
STAGE II	C
PARTIAL/FOREST CLOSURE*	D
RED FLAG WARNING (Issued by National Weather Service)	D

INDUSTRIAL FIRE PRECAUTION PLAN – DESCRIPTION

Plan	Item	MST (Mtn. Standard Time)	MDT (Mtn. Daylight Time)
A	Normal Fire Precautions (KT-HT.2) No fire guard required.		
B	Normal Fire Precautions (KT-HT.2) except designated areas for smoking and warming or cooking fires requires a written permit. Purchaser will provide fire guard (KT-HT.2.1).		
C	No smoking, warming or cooking fires are permitted at any time. Purchaser will provide fire guard (KT-HT.2.1).		
	All power saws except for chainsaws used for limbing on landings cleared to mineral soil will shut down:	9:00 am to 8:00 pm	10:00 am to 9:00 pm
	Mechanical fellers except for mechanical fellers equipped with hydraulic shears will shut down:		
	Shutdown all machine treatment of slash; mechanical equipment used for shearing, bunching or delimbing; skidding; cable yarding; blasting and clearing:	12:00 noon to 8:00 pm	1:00 pm to 9:00 pm
	Welding, metal cutting on cleared mineral soil will shut down:	12:00 noon to 8:00 pm	1:00 pm to 9:00 pm
	All chainsaws used for limbing on landings cleared to mineral soil will shut down:	2:00 pm to 8:00 pm	3:00 pm to 9:00 pm
	Loading on landings cleared to mineral soil will shut down:	2:00 pm to 8:00 pm	3:00 pm to 9:00 pm
	Log hauling trucks must be to a surfaced road by:	2:00 pm	3:00 pm
	Logging operation may continue after:	8:00 pm	9:00 pm
	Operations on mineral soil involving road excavation, watering, grading, surfacing, rock crushing, and/or other equipment maintenance may continue.		
D	Shutdown all operations; except operations on mineral soil involving road excavation, watering, grading, gravel surfacing, and rock crushing may continue with special Forest Service permit. Purchaser will provide fire guard (KT-HT.2.1).		

***Partial/Forest Closure:**

Timber sale areas which are outside the boundaries of the partial forest closure may continue to operate under Industrial Fire Precaution Plan "C" operating criteria as agreed upon between the CO and Purchaser in writing.

Timber sale areas within the boundaries of the proclaimed partial forest closure area are to operate under Industrial Fire Precaution Plan "D".

Contract Name: Six Stewardship

KT-HT.2.3 - COMMUNICATIONS (05/2008)

Contractor shall furnish a serviceable telephone, radio-telephone or radio system connecting each operating side with Contractor's headquarters. A radio-equipped fire patrolman vehicle will satisfy this requirement if in operation during the time required. When such headquarters is at a location which makes communication to it clearly impractical, Forest Service shall accept a reasonable alternative location. The communication system shall provide prompt and reliable communications between Contractor's headquarters (or above stated alternative) and Forest Service via commercial or Forest Service telephone. The communications system shall be operable during Contractor's Operations in Fire Precautionary Period described in AT.9 and during the time fire patrolman service is required.

In the event no other means of communications will provide for prompt and reliable reporting of a fire, the Contracting Officer may allow use of a Forest Service two-way radio or Forest Service frequencies for emergency use only. The use of Forest Service frequencies will be by a written memorandum of agreement between the Contracting Officer and Contractor.

KT-IT.2.1.2 - MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in AT.17. Contractor will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Contractor's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Contractor's written request for a market-related contract term addition before the expiration of this contract.

No more than 3 years shall be added to a contract's term by market-related contract term addition unless the following conditions are met:

(i) The contract was awarded after December 31, 2006; and

(ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

For each qualifying quarter meeting the criteria in paragraphs (i) and (ii) of this provision, the Forest Service will, upon the Contractor's written request, add an additional 3 months during the normal operating season to the contract, except no single 3-month addition shall extend the term of a contract by more than 1 year.

In no event shall a revised contract term exceed 10 years as a result of market-related contract term addition.

Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage may result from delay.

Contract Name: Six Stewardship

KT-IT.6.8#(Option 1) - USE OF TIMBER (09/2004)

(a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.).

(b) Except for N/A determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Contractor or any person as defined in the Act (16 USC 620e).

(c) Timber in the following form will be considered unprocessed:

(i) Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;

(ii) Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e); and

(iii) Aspen or other pulpwood bolts exceeding 100 inches in length.

(d) Unless otherwise agreed in writing, unprocessed Included Timber shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.

(e) Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, Contractor shall furnish to Forest Service, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Contractor or affiliates.

(f) Prior to delivering unprocessed Included Timber to another party, Contractor shall require each buyer, exchange, or recipient to execute an acceptable agreement that will:

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

(iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;

(iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and

(v) Otherwise comply with the requirements of the Act (16 USC 620d).

(g) No later than 10 days following the execution of any such agreement between Contractor and another party, Contractor shall furnish to Forest Service a copy of each such agreement. Contractor shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.

(h) Upon request, all records dealing with origin and disposition of Included Timber shall be made available to Contracting Officer.

(i) For breach of this Subsection, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Subsection, Forest Service will not be liable for any Claim submitted by Contractor relating to the termination.